CT Corporation

Service of Process Transmittal

04/10/2017
CT Log Number 531021872

TO: Allyson Hawkins
United Airlines, Inc.
1600 Smith - HQS LG, 15th Floor
Houston, TX 77002

RE: **Process Served in New York**

FOR: United Airlines, Inc. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Aron Eisenberg, (Wife) and Chana Eisenberg, Individually and on behalf of Child 1, Child 2, Child 3 and Child 4, Pltfs. vs. United Airlines, Inc., Dft.
DOCUMENT(S) SERVED:	Letter, Notice, Summons, Complaint
COURT/AGENCY:	Rockland County: Supreme Court, NY Case # 0313302017
NATURE OF ACTION:	Defendant refused to allow plaintiffs to board with their carry on luggage and even threatened to not let plaintiffs fly if they attempted to board with that luggage
ON WHOM PROCESS WAS SERVED:	C T Corporation System, New York, NY
DATE AND HOUR OF SERVICE:	By Certified Mail on 04/10/2017 postmarked: "Not Post Marked"
JURISDICTION SERVED :	New York
APPEARANCE OR ANSWER DUE:	Within 30 days after service of the summons is complete
ATTORNEY(S) / SENDER(S):	Eli Sarfaty Sarfaty and Associates, P.C. 1 North Sherri Lane Wesley Hills, NY 10977 845-426-5710
ACTION ITEMS:	CT has retained the current log, Retain Date: 04/10/2017, Expected Purge Date: 04/15/2017 Image SOP Email Notification, Allyson Hawkins allyson.hawkins@united.com Email Notification, Lauren Doerries lauren.doerries@united.com Email Notification, Maria Bustamante maria.bustamante@united.com
SIGNED: **ADDRESS:** **TELEPHONE:**	C T Corporation System 111 8th Ave Fl 13 New York, NY 10011-5213 212-590-9070

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

DOS 470 (Rev. 10

DEPARTME
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231-0001

Return Services Requested

USPS CERTIFIED MAIL

USPS CERTIFIED MAIL

9214 8969 0059 7936 5189 51

201704050311
C/O C T CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK NY,10011

State of New York - Department of State
Division of Corporations

Party Served:
UNITED AIRLINES, INC.

Plaintiff/Petitioner:
EISENBERG, ARAON

C/O C T CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NY 10011

Dear Sir/Madam:
Enclosed herewith is a legal document which was served upon the Secretary of State on 03/29/2017 pursuant to SECTION 306 OF THE BUSINESS CORPORATION LAW. This copy is being transmitted pursuant to such statute to the address provided for such purpose.

Very truly yours,
Division of Corporations

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF Rockland

---x

Araon Eisenberg, (Wife) Chana Eisenrberg et al

Plaintiff/Petitioner,

- against -

Index No. _______________

United Airlines, Inc

Defendant/Respondent.

---x

NOTICE OF COMMENCEMENT OF ACTION
SUBJECT TO MANDATORY ELECTRONIC FILING

PLEASE TAKE NOTICE that the matter captioned above has been commenced as an electronically filed case in the New York State Courts Electronic Filing System ("NYSCEF") as required by CPLR § 2111 and Uniform Rule § 202.5-bb (mandatory electronic filing). This notice is being served as required by that rule.

NYSCEF is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and unrepresented litigants who have consented to electronic filing.

Electronic filing offers significant benefits for attorneys and litigants, permitting papers to be filed with the County Clerk and the court and served on other parties simply, conveniently, and quickly. NYSCEF case documents are filed with the County Clerk and the court by filing on the NYSCEF Website, which can be done at any time of the day or night on any day of the week. The documents are served automatically on all consenting e-filers as soon as the document is uploaded to the website, which sends out an immediate email notification of the filing.

The NYSCEF System charges no fees for filing, serving, or viewing the electronic case record, nor does it charge any fees to print any filed documents. Normal filing fees must be paid, but this can be done on-line.

Parties represented by an attorney: An attorney representing a party who is served with this notice must either: 1) immediately record his or her representation within the e-filed matter on the NYSCEF site; or 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the operational knowledge to comply with e-filing requirements. [Section 202.5-bb(e)]

Parties not represented by an attorney: Unrepresented litigants are exempt from e-filing. They can serve and file documents in paper form and must be served with documents in paper form. However, an unrepresented litigant may participate in e-filing.

For information on how to participate in e-filing, unrepresented litigants should contact the appropriate clerk in the court where the action was filed or visit www.nycourts.gov/efile-unrepresented. Unrepresented litigants also are encouraged to visit www.nycourthelp.gov or contact the Help Center in the court where the action was filed. An unrepresented litigant who consents to e-filing may cease participation at any time. However, the other parties may continue to e-file their court documents in the case.

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov).

Dated: March 24, 2017

______________ Signature	1 North Sherri Lane Address
Eli Sarfaty-Efiled Name	Wesley Hills, NY 10977
Sarfaty and Associates, PC Firm Name	845-426-5710 Phone
	______________ E-Mail

To: United Airlines, Inc

9/3/15

FILED: ROCKLAND COUNTY CLERK 03/24/2017 01:56 PM
NYSCEF DOC. NO. 1

INDEX NO. 031330/2017
RECEIVED NYSCEF: 03/24/2017

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND
---X
ARON EISENBERG, (WIFE) CHANA EISENBERG, individually and
On behalf of Child 1, Child 2, Child 3, and Child 4

Plaintiff,

SUMMONS

-against-

UNITED AIRLINES, INC.,

Defendants.
---X

TO THE DEFENDANT:

UNITED AIRLINES, INC.

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney.

If this summons was personally served upon you in the State of New York, the answer must be served within twenty days after such service, excluding the date of service. If the summons was not personally delivered to you within the State of New York, the answer must be served within thirty days after service of the summons is complete as provided by law.

If you do not serve an answer to the attached complaint within the applicable time limitation stated above, a judgment may be entered against you, by default, for the relief demanded in the complaint.

Dated: March 24, 2017
Wesley Hills, New York

Sarfaty and Associates, P.C.

By: Eli Sarfaty

FILED: ROCKLAND COUNTY CLERK 03/24/2017 01:56 PM
NYSCEF DOC. NO. 1

INDEX NO. 031330/2017
RECEIVED NYSCEF: 03/24/2017

Filed Electronically Via
NYCEF

Attorneys for Plaintiff
1 North Sherri Lane
Wesley Hills, NY 10977
(845) 426-5710

FILED: ROCKLAND COUNTY CLERK 03/24/2017 01:56 PM
INDEX NO. 031330/2017
NYSCEF DOC. NO. 2
RECEIVED NYSCEF: 03/24/2017

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND
---X
ARON EISENBERG, (WIFE) CHANA EISENBERG, individually and

On behalf of Child 1, Child 2, Child 3, and Child 4

Index No.

Plaintiff,

COMPLAINT

-against-

UNITED AIRLINES, INC.,

Defendants.

---X

Plaintiffs, Aron Eisenberg, (Wife) Chana Eisenberg individually and on behalf of Child 1, Child 2, Child 3, and Child 4 ("Plaintiffs") by their attorneys, Sarfaty and Associates, P.C., as and for its Complaint, alleges as follows:

Parties

1. Plaintiffs are an individuals currently residing in Rockland County, New York.
2. At all times, Plaintiffs Aaron Eisenberg and Wife Eisenberg were residing in New York and parents of S., M., B., and Y..
3. On information and belief, Defendant, United Airlines Inc. ("United") is a domestic airline, headquartered in Chicago, Illinois. United operates and regularly does business in New York.

Jurisdiction and Venue

4. Jurisdiction is proper because the Defendants' have a principal place of business in the State of New York.
5. The acts that damages occurred in New York and to New York residents and United could have reasonably foreseen the damages resulting in New York and to New York residents.
6. United regularly conducts business in the state of New York.
7. Jurisdiction is proper because Plaintiff resides in the State of New York, County of Rockland.
8. Venue is properly laid in this Court under CPLR Section 503(a).

Facts Common to All Causes of Action

9. The Plaintiffs booked airline tickets with United whereby the Plaintiffs were to fly on United flight 90 Sunday January 8, 2017 departing at approximately 11 pm from Newark airport with direct service to Tel Aviv, Israel.
10. Plaintiffs arrived at the airport at approximately 8 pm on January 8, 2017.
11. After Plaintiffs boarded the flight the Pilot announced on the intercom at 12:30 AM that Defendant was just loading the luggage and the plane would be departing shortly.
12. At 1:15 AM, the Pilot again announced that Defendant they was still loading the luggage and reassured the passengers that the flight would be leaving soon.
13. At 2:00 AM, 2:15 AM, and 2:30 AM similar announcements were made.
14. Finally, at 2:45 AM the plane pushed back from the gate.
15. At 3:00 AM the plane had still not departed and the pilot announced that there was a maintenance issue.
16. At 3:10 AM a different passenestedenger requested to leave the flight and the plane

returned to the gate.

17. At 3:30 AM the pilot announced that they were ready to leave.

18. At 3:45 AM the pilot announced that there was yet another issue holding up the departure.

19. Finally, at 4:50 AM the pilot announced that the flight had been cancelled and that everyone had to leave the plane.

20. After disembarking from the flight, Plaintiffs approached customer service to reschedule their flight and retrieve their luggage. However, Plaintiffs were then informed that customer service does not open until 6.

21. Plaintiffs then continued to try and retrieve the stroller for their exhausted kids to no avail.

22. At 5:50 AM an employee of Defendant stated that they see this type of mistreatment of customers by Defendant on a regular basis and Defendant is of this maltreatment of thier passengers but quite simply does not care.

23. Finally, at 6:00 AM the Plaintiffs' stroller is returned to them.

24. At that point Plaintiffs inquired as to the location of their lost luggage. The Plaintiffs were given conflicting accounts of how long they would have to wait at the airport for their luggage.

25. The Plaintiffs were also given conflicting reports as to how long it would take their luggage to arrive if they chose to have the airline deliver the luggage to them.

26. The Plaintiffs, in need of to their luggage had no choice but to wait at the airport and finally received their luggage at approximately 9:30 am. This was a full 4.5 hours after

their flight was cancelled and 13.5 hours after they arrived at the airport.

27. The "replacement" flight that was offered to Plaintiffs was not an adequate replacement at all because it had a stopover which was impractical and difficult given the journey with 4 small children coupled with the fact that the arrival at the destination would have been after the event Plaintiffs wished to attend and was their reason for the flight in the first place.

28. The Plaintiffs did eventually travel to Israel. However, on that flight United refused them permission to carry their carry-on baggage on the flight. This was despite plentiful overhead space. When Plaintiffs brought this up with a United employee they responded by saying "So sue me".

29. Plaintiffs suffered damages in lost wages, cancellation fees, moneys owed to vendors, business expenses, and inconvenience.

30. Plaintiffs also suffered damages due in lost wages, moneys owed to vendors, expenses, and inconvenience due to the delay in delivering luggage their luggage after the flight was cancelled.

31. United did not take all measures that could reasonably be required to avoid the damages. Further, it was not impossible for United to take such measures.

32. In fact, the Pilot acknowledged that all measures had not been taken because he encouraged the passengers to seek recovery against United via making an announcement of the same on the airplane's intercom. The Pilot also acknowledged that the delays occurred because Defendant was understaffed.

As For a First Cause of Action

33. Plaintiff repeats and realleges the allegations made herein with the same force and effect as if set out fully herein

34. Plaintiffs were international travelers whose place of departure and place of destination consisted of two State Parties under the Montreal Convention, sustained injury (through loss, damage, and/or delay) to their respective property, to wit, baggage, as that term is understood and provided for under the Convention. Articles 1, 17, 19, 22.

35. Article 19 provides: The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage, or cargo.

36. The Convention, at Article 22, provides for limitations on said liability, though such limitation is not absolute.

    (1) In the case of damage caused by delay as specified in Article 19 in the carriage of persons, the liability of the carrier for each passenger is limited to 4 150 Special Drawing Rights.

    (2) In the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to 1000 Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplemental sum if the case so requires.

37. The conversion rate of Special Drawing Unit is currently approximately 1 SDU which is equal to $1.36. Thus, under article 22, each plaintiff may be entitled to $5,644 each for the delays for not transporting the Plaintiffs and $1360 each for the delays in delivery of the baggage.

38. However, such a limitation to liability, "*shall not apply* if it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage *or recklessly and with knowledge that damage would probably result*; provided that, in the case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of its employment." Article 22(5) (emphasis added).

39. In this case, United acted recklessly and with knowledge that damage would probably result.

40. The servants or agents working behalf of United and within the scope of their employment acted recklessly and with knowledge that damage would probably result.

41. The Plaintiffs suffered damages in lost wages, cancellation fees, moneys owed to vendors, business expenses, and inconvenience in an amount that exceeds $42,024.

42. Since United acted in a manner whereby the limits on liability stated in Article 22(1) do not apply, Plaintiffs are entitled to damages in excess of $42,024.

43. As such, Plaintiffs demand an amount to be determined at trial, but no less than $42,024, plus costs, attorneys' fees, expenses, and statutory interest.

As for a Second Cause of Action

44. Plaintiff repeats and realleges the allegations made herein with the same force and effect as if set out fully herein.

45. United is subject to Israel Aviation Services law for the flight Plaintiffs were to take because the flight was to Israel.

46. Under that Plaintiffs are entitled to statutory damages.

47. As such, Plaintiffs demand the full amount of damages due to them under the Israel Aviation Services Law plus costs, expenses and statutory interest.

As for a Third Cause of Action

48. Plaintiff repeats and realleges the allegations made herein with the same force and effect as if set out fully herein

49. Included in the cost of Plaintiffs tickets is use of the overhead bin space, subject to availability.

50. United refused to allow Plaintiffs to board with their carry on luggage and even threatened to not let Plaintiffs fly if they attempted to board with that luggage.

51. There was ample overhead bin space on the plane.

52. United deliberately refused to allow Plaintiffs to use the overhead bin space that they were entitled to.

53. As such, Plaintiffs are entitled to damages to be determined at trial plus costs, expenses, and statutory interest.

Prayer For Relief

Wherefore, Plaintiff respectfully requests judgment as follows:

1. On the first cause of action, for an amount to be determined at trial but no less than $42,024 plus costs, attorneys' fees, expenses, and statutory interest;
2. On the second cause of action, for an amount to be determined at trial plus costs, expenses and statutory interest;
3. On the third cause of action, for an amount to be determined at trial plus costs, expenses and statutory interest;

4. For such other relief as the Court deems just and proper.

Dated: March 24, 2017
Wesley Hills, NY 2014

Respectfully Submitted,
Sarfaty and Associates, P.C.

By: Eli Sarfaty

Filed Electronically Via
NYCEF

Attorneys for Plaintiffs
1 North Sherri Lane
Wesley Hills, NY 10977
(845) 426-5710